

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

KARIN DUDZIENSKI,)
)
)
Plaintiff,)
)
)
v.) No. 07 C 3813
)
)
BCBG MAX AZRIA GROUP, INC., etc.,)
et al.,)
)
)
Defendants.)

MEMORANDUM ORDER

All of the named defendants in this action, brought under the Fair and Accurate Credit Transactions Act, have filed their Answer and Affirmative Defenses ("ADs") to the Complaint brought against them by Karin Dudzienski ("Dudzienski"). This memorandum order is issued sua sponte to address some problematic aspects of that responsive pleading.

To begin with, Answer ¶2 asks Dudzienski's counsel and this Court to guess as to what defendants assert are the allegations in Complaint ¶2 that "are contrary to existing law"--any attempted denial of those wholly unidentified allegations violates the notice pleading concept that applies to federal plaintiffs and federal defendants alike. Accordingly the last sentence of Answer ¶2 is stricken.

Next, Answer ¶¶13, 18-20, 27 and 30-32 follow disclaimers that properly track the second sentence of Fed. R. Civ. P. ("Rule") 8(b) (see App. ¶1 to State Farm Mut. Auto. Ins. Co. v. Riley, 199 F.R.D. 276, 278 (N.D. Ill. 2001)) with a denial of the

selfsame allegations that are the subject of the disclaimers. That is course oxymoronic--after all, a party that lacks even information sufficient to form a belief as to the truth of an allegation cannot then deny it in the objective good faith that is demanded by Rule 11(b). All such denials are also stricken.

Finally, AD 4 contains the same uninformative "to the extent" language as Answer ¶2 (contrast AD 5, which also employs the "to the extent" locution, but plainly and properly identifies its subject matter). AD 4 is stricken as well.



Milton I. Shadur
Senior United States District Judge

Date: September 12, 2007